INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

Form Approved OMB No. 9000-0002 Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware the notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YO	OUR FORM TO THE ABOVE AD	DRESS. RETURN COMPLET	TED FORM TO THE ADDRESS IN I	BLOCK 4 BELOW
. SOLICITATION NUMBER	2. (X one)		3. DATE/TIME	RESPONSE DUE
. SOLICITATION NOMBER		VITATION FOR BID (IFB)		
SPM406-04-R-0039		QUEST FOR PROPOSAL(I	RFP) 200	4 NOV 12 2:00 PM
3FW1400-04-K-0039		QUEST FOR QUOTATION	, 200	4 NOV 12 2:00 1 W
		INSTRUCTIONS		
Note: The provision entitled	"Required Central Contractor Re	egistration" applies to most	solicitations.	
If you are not submitting a r different return address is indi-	response, complete the information cated in Block 7	n in Blocks 9 through 11 and	i return to the issuing office in Bloc	k 4 unless a
2. Offerors or quoters must inc attachments). "Fill-ins" are pre solicitation carefully. The pen	clude full, accurate, and complete ovided on Standard Form 18, Stan alty for making false statements in	information in their response idard Form 33, and other sol is prescribed in 18 U.S.C. 100	es as required by this solicitation (in icitation documents. Examine the er 11.	cluding ntire
3. Offerors or quoters must pla proposals that is in the solicita	ainly mark their responses with the tion document.	e Solicitation Number and th	e date and local time for bid openin	g or receipt of
			citation entitled either "Late Submisson".	
4. ISSUING OFFICE (Complete mai	ling address, including Zip Code)	5. ITEMS	TO BE PURCHASED (Brief descr	iption)
Defense Supply Center	Richmond			
ATTN: DSCR Procure		1	00-826-5631	
8000 Jefferson Davis F		FLOO	R,AIRCRAFT	
Richmond, Virginia 23	3297-5770			
6. PROCUREMENT INFORMATIO	N (X and complete as applicable)	}		
X a. THIS PROCUREMENT IS	UNRESTRICTED			
b. THIS PROCUREMENT IS	% SET-ASIDE FOR SM	MALL BUSINESS. THE AP	PLICABLE NAICS CODE IS:	
c. THIS PROCUREMENT IS			E APPLICABLE NAICS CODE IS	
	RESTRICTED TO FIRMS ELIG	IBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS AC	CT.
7. ADDITIONAL INFORMATION				
8. POINT OF CONTACT FOR INFO	DMATION.			
a. NAME (Last, First, Middle Initial)			b. ADDRESS (Include Zip Cod	e)
Anessia Crawford, PAROF14			Defense Supply Center Richm	bno
c. TELEPHONE NUMBER	d. E-MAIL ADDRESS		ATTN: DSCR Procurement 8000 Jefferson Davis Highway	
(Include Area Code and Extension) (804) 279-6715	anessia.crawford@dla.mil		Richmond, Virginia 23297-	'
	<u> </u>			
9. REASONS FOR NO RESPONSE a. CANNOT COMPLY WIT		d DO NOT REGULAE	RLY MANUFACTURE OR SELL T	THE TYPE OF ITEMS INVOLVED
b. UNABLE TO IDENTIFY		e. OTHER (Specify)		
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c. CANNOT MEET DELIVE				
10. MAILING LIST INFORMATION WE DO DO NO	ON (A ONE) OT DESIRE TO BE RETAINED O	N THE MAILING LIST FO	R FUTURE PROCUREMENT OF	THE TYPE INVOLVED.
11a. COMPANY NAME		b. ADDRESS (Include 2		
c. ACTION OFFICER				
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title		(3) Signature	(4) DATE SIGNED (yyyymmdd)
(
DD FORM 1707, FEB 2002	2	Previous edition is obsolete.		

		FFR 2002

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FOLD

FROM

AFFIX STAMP HERE

SOLICITATION NUMBER
SPM406-04-R-0039
DATE (YYMMDD) LOCAL TIME 2004 NOV 12 2:00 PM
DATE (YYMMDD) LOCAL TIME

TO Defense Supply Center Richmond ATTN: DSCR-JJC 8000 Jefferson Davis Highway Richmond, Virginia 23297-5860

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			NAME											
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	Н	SPECIAL CONTRACT REQUIREMENTS X M EVALUATION FACTORS FOR AWARD					19							
NOTE:	Item 1	2 does no	t apply if th	e solicitation includ	es the provision	ons at 52.2	214-16, N	/linimur	n Bid A	Acceptance Peri	od.			
12. In co	mplian	ce with the	above, the	undersigned agrees, if f offers specified abov	this offer is according to furnish an	cepted with	nin	udiah pr	ioac ara	_ calendar days	(60 calendar days un	less a different p	riod is inser	rted by
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		T - Award	will be mad	le on this Form, or on	Standard Forn	1 20, or by	otner aut	norized o	orricial v	written notice.		STANDARD F	ORM 33 (P.	ev 9-971

CONTRACTOR FIRST ARTICLE TESTING IS REQUIRED ON THIS ITEM. PLEASE COMPLETE PRICING AND DELIVERY INFORMATION.

GOVERNMENT FIT VERIFICATION TESTING WILL BE DONE ON ONE (1) ITEM.

DELIVERY SCHEDULE IS AS FOLLOWS:

MYLAR - 35 DAYS ARC
FAT DELIVERY (REPORT) - 95 DAYS ARC
GOVERNMENT FIT TEST - 125 DAYS ARC
GOV RESPONSE TO REPORT - 185 DAYS ARC
PRODUCTION QTY DELIVERY - 455 DAYS ARC

ARC = AFTER RECEIPT OF CONTRACT

SEALED OFFERS IN ORIGINAL AND 1 COPY FOR FURNISHING SUPPLIES OR SERVICES IN THE SCHEDULE WILL BE RECEIVED AT THE PLACE SPECIFIED BELOW, OR IF HANDCARRIED, IN THE DEPOSITORY LOCATED IN BUILDING 33, BID CLERK UNTIL 02:00 PM LOCAL TIME 12 NOV 2004.

ALL BIDS NEEDS TO BE SUBMITTED TO THE FOLLOWING:

DEFENSE SUPPLY CENTER RICHMOND

ATTN: BID CUSTODIAN

8000 JEFFERSON DAVIS HIGHWAY

RICHMOND, VA 23297-5860

PH: 804-279-3026 FAX: 804-279-4165

IF TOOLING IS REQUIRED TO PRODUCE THE ITEM, PLEASE PROVIDE THE TOOLING NAME, NUMBER, AND PRICE.

ALL CLAUSES WITH VENDOR FILL-INS NEED TO BE COMPLETED IN THEIR ENTIRETY DUE TO THE SOLICITATION BEING INCORPORATED INTO THE RESULTANT AWARD.

IF THERE IS A CLAUSE REFERENCED IN THE SOLICITATION THAT YOU ARE NOT FAMILIAR WITH, PLEASE GO TO THE INTERNET SITE, HTTP://www.arnet.gov/far/, TO VIEW THE FAR ONLINE.

A COPY OF QAP-105 CAN BE RETRIEVED FROM THE FOLLOWING ADDRESS: http://dscrwww/qap/qaps.htm.

TERMS FOR LINE ITEM 0001, 0002, AND 0003 ARE FOB DESTINATION, INSPECTION AND ACCEPTANCE AT ORIGIN.

TERMS FOR LINE ITEM 9907 AND 9910 ARE FOB DESTINATION, INSPECTION ORIGIN AND ACCEPTANCE DESTINATION.

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SECTION B

PR: 0010404702

NSN:

1560-00-826-5631

ITEM DESCRIPTION:

FLOOR, AIRCRAFT BELL HELICOPTER TEXTRON INC. CAGE 97499 P/N 205-031-332-69, DRAWING REVISION 'T' DATED 1 & AMCOM CAGE 81996 SOURCE CONTROLLED STDP 205-03 REVISION 'H' DATED 5/10/04 AND SS205-031-332 REV 'BASIC' DATED 5/10/04 REQUIRED GFM IS MYLAR N205-031-332-67 APPROVED SOURCE(S): NORDAM, CAGE 29957

FIRST ARTICLE/PREPRODUCTION APPROVAL CONTRACTOR TESTING REQUIRED. SEE MIL-HDBK-831 DATED 23 APR. 1999 IN PREPARATION OF THE FIRST ARTICLE REPORT. FIRST ARTICLE TESTING SHALL BE CONDUCTED ON ONE ITEM IAW REFERENCED DRAWINGS AND DRAWING NOTES, SPECIFICATIONS, AND SPECIFIC REQUIREMENTS SET FORTH IN THE CONTRACT. A 100% DIMENSIONAL CHARACTERISTICS CHECK SHALL BE PERFORMED & RESULTS PROVIDED. CONTRACTOR SHALL PROVIDE A STATEMENT ALONG WITH OBJECTIVE EVIDENCE THAT TEST AND PRODUCTION ITEMS MEET THE MATERIAL AND PROCESS REQUIREMENTS OF THE CONTRACT. IF APPLICABLE, DD FORM 1423 DOCUMENTATION SHALL BE PROVIDED. UNLESS F.A.T SAMPLE IS DEGRADED OR DESTROYED IN TESTING OR SUBMITTED FOR GOVERNMENT FIT, FORM, FUNCTION VERIFICATION (WHEN SPECIFIED BY CONTRACT), F.A.T SAMPLE IS DELIVERABLE, AFTER APPROVAL OF THE FIRST ARTICLE TEST REPORT, WITH SUBSEQUENT PRODUCTION UNITS.

GOVERNMENT FIT VERIFICATION TEST REQUIRED. SAMPLE SIZE IS ONE (1) EA.

SHIPMENT OF CONTRACTOR FIRST ARTICLE SAMPLE TO BE DETERMINED BY THE PCO UPON RECEIPT OF CONTRACTOR FIRST ARTICLE TEST REPORT. CONTRACTOR WILL BE NOTIFIED OF SHIPMENT LOCATION BY THE PCO WHEN FIRST ARTICLE TEST REPORT HAS BEEN REVIEWED AND APPROVED.

DSCR DOES NOT CURRENTLY HAVE AN APPROVED TECHNICAL DATA PACKAGE AVAILABLE FOR THIS NSN. PLEASE DO NOT SUBMIT REQUEST TO DSCR-VABA.

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SECTION B

BELL HELICOPTER TEXTRON, INC.

(97499) P/N

205-031-332-069

BELL HELICOPTER TEXTRON, INC.

(97499) P/N 205-031-332-69

I/A/W QAP QAP-105 REFNO AMEND NR 00 DTD 97 JUL 01 TYPE NUMBER:

ITEM PR <u>PRLI</u> QUANTITY UNIT UNIT PRICE AMOUNT

0001

0010404702 0001

6 EA \$_____

DELIVER FOB: DESTINATION

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:

UNIT CONT = D3: OPI = O:

INTRMDTE CONT = XX: INTRMDTE CONT QTY = AAA:

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - No special marking

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV A

DATED 4090

For all shipments of packaged materiel to the government, which includes either depot (DLAdirect) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data

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SECTION B

element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST ADDRESS:

W62G2T XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130 US

FREIGHT SHIPPING ADDRESS

W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000 US

NON-MILSTRIP PROJ

ITEM PRLI QUANTITY UNIT UNIT PRICE AMOUNT PR

0002 0010404702 0002

EA \$_

DELIVER FOB: DESTINATION

See Clause MINUS See Clause QTY VARIANCE: PLUS

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999 MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

SECTION B

PARCEL POST/FREIGHT ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001
US

NON-MILSTRIP PROJ

DELIVER FOB: See Clause

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = 10: CLNG/DRY = 1: PRESV MAT = 00:

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNESS = X:

UNIT CONT = D3: OPI = O:

INTRMDTE CONT = XX: INTRMDTE CONT QTY = AAA:

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - No special marking

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV A

DATED 4090

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990

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SECTION B

(R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST ADDRESS:

W62G2T XU DEF DIST DEPOT SAN JOAQUIN TRANSPORTATION OFFICER PO BOX 960001 STOCKTON CA 95296-0130 US

FREIGHT SHIPPING ADDRESS

W62G2T XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000 US

NON-MILSTRIP PROJ

DESCRIPTION

QUANTITY UNIT UNIT PRICE

AMOUNT

9907

ITEM

1 EA \$_

Contractor First Article Test (FAT) (including test report)

95 DAYS

CLIN 9907 identifies the first article test requirement incorporated by Clause I43 or I44 of the solicitation.*

The quantity 1 TE [test] signifies the test requirement.

This is not an additional quantity of supplies being procured.

Offeror will enter the total price

	CONTINUATION SHEET	Solicitation SPM40	on Number: 06-04-R-0039	PAGE	OF PAGES 8 21
	for this requirement or in the amount column. It is indicated, the Govern assume the requirement on a 'No Charge' basis. the first article test a requirements are waived not be made for CLIN 990 *Substitute appropriate when solicitation cover Indefinite Delivery Types	'No Charge' f neither ment will is offered In the event and approval an award wi 07. provision(s)	11		
<u>ITEM</u>	<u>DESCRIPTION</u> <u>QU</u>	JANTITY UNIT	UNIT PRICE	AMOUNT	
9910	Special Testing 125 DAYS	1 EA	\$	\$	

SECTION B

B14F01 14-1-9G FACSIMILE BIDS/PROPOSALS (MAR 1999) DSCR

- (a) Facsimile bids/proposals, amendments (including final proposal revisions (FPRs)), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.
- (b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.
- (1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time
- (2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

B47F03 47-3A-9G DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in the DSCR Master Solicitation, Section 3. http://www.dscr.dla.mil/procurement/mastersol.htm.

SECTION D

D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD

D11F39 52.211-9G73 PACKAGING AND MARKING REQUIREMENTS (JUL 2002) DSCR

- (a) Unless stated otherwise, commercial packaging in accordance with ASTM-D-3951 is required for CONUS shipments from the contractor directly to the customer. Commercial packaging and marking is not sufficient for vendor shipments requiring movement through the Defense Transportation System (also referred to as the Military Distribution System or DLA Depot) as the shipment could ultimately be moved via Military Air.
- (b) Higher level packaging in accordance with MIL-STD-2073 is mandatory for all shipments that meet the below criteria:

Movement through the Defense Transportation System including shipments to a Military Distribution facility or depot.

OCONUS shipments
FMS shipments
Hazardous material, as cited in the AID or in the
Quality Requirements Matrix.

- (c) Materials not considered as HAZMAT for CONUS or OCONUS commercial air shipments may be considered HAZMAT for MILAIR shipments OCONUS. As such, contractors/shippers shall ensure that material meeting HAZMAT definitions in DLAI 4145.3, Preparing Hazardous Materials for Military Air Shipment, is packaged in accordance with that instruction when the consignee is OCONUS and the shipment will be moved through the Defense Transportation System. DLAI 4145.3 is available on the internet at: www.dscc.dla.mil/downloads/packaging/dlai4145 3.pdf.
- (d) All items shall be marked in accordance with MIL-STD-129. Hazardous items and shelf life items, as cited in the AID or in the Quality Requirements Matrix, shall be marked in accordance with MIL-STD-129 and the appropriate clauses cited in the appendix to the matrix and the contract. The contractor is required to package material in accordance with Quantity Unit Pack (QUP), specified in MIL-STD-2073 and the Unit of Issue (UI), specified in each delivery order. A packing slip shall be located in a plastic pouch on the outside of the package. For HAZMAT destined OCONUS, a hard copy of the Material Safety Data Sheet (MSDS) must also be included.

(e) In the event of deployments, this clause may be invoked when shipments originally destined for a CONUS location are diverted to OCONUS destinations thereby necessitating movement of the material through the Defense Transportation System. In such an event, contractors will be notified by the Contracting Officer and an equitable adjustment will be made in the contract price as deemed appropriate.

NOTE: Applicable to negotiated solicitations. Offers that do not comply with the packaging and marking requirements as specified in Section D of this solicitation may be subject to rejection as being technically unacceptable.

SECTION E

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) FAR

E46A14 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (Feb 1999) FAR

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title
Number
Date
Tailoring
ISO 9002
[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.}

E46A18 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

E46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003) DFARS

E46F02 46-8A-9G DSCR NOTE TO CLAUSE 252.246 7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

DSCR NOTES:

In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

[X] Defense Supply Center, Richmond 1 8000 Jefferson Davis Highway Directorate of Business Operations ATTN: Inventory Control Manager Richmond, VA 23297-5862

[] OTHER:

NO. CY(s)

CY

Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received By the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).

WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signatures of both the Government Quality Assurance Representative and the Government consignee's representative.

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.

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ON OR BEFORE

EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form 250. This option applies only to those delivery orders that specify Fast Pay.

When the DD Form 250, Material Inspection and Receiving Report, is submitted via Wide Area Workflow (WAWF-RA), The contractor is still required to provide a copy of The DD Form 250 in the material shipment itself.

DD Forms 250 are available at: http://webl.whs.osd.mil/icdhome/DDEFORMS.htm.

DSCR (APR 2004)

46-9A-9G DSCR NOTE TO 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) DSCR

The Contractor shall comply with the applicable higherlevel contract quality requirement cited below, which is hereby incorporated into this contract:

ISO 9001 or ANSI/ASQC Q9001 when Quality Assurance Provision (QAP) 005, 006, 159, 189, 216, 222, V02, or V03 is included.

ISO 9002 or ANSI/ASQC Q9002 for any other QAPs.

DSCR NOTE to 52.246-11:

The higher-level standards referenced above shall apply unless the contractor indicates the proposal is based on a contractor's preferred quality system as identified below:

(Vendor Fill-in) Other recognized industry standard(s) (but non-ISO/ANSI/ASQC) that is equivalent to or better than applicable ISO/ANSI/ASQC standard indicated above. Specify_

(Vendor Fill-in)

() (Vendor Fill-in) Other process control system that is equivalent to or better than the applicable ISO/ANSI/ASQC standard indicated above which has not previously been determined to be insufficient for the Government's purpose. This may include previously recognized MIL-I-45208 or MIL-Q-9858 systems which have been augmented to

be equivalent to ISO 9002 or ISO 9001 respectively.

(Vendor Fill-in) An existing system modeled after () (Vendor Fill-in) MIL-I-45208 or () (Vendor Fill-in) MIL-Q-9858 and not previously determined insufficient for the Government's purpose.

THIS OPTION IS PERMITTED ONLY AS AN INTERIM MEASURE TO ALLOW CONTRACTORS TO TRANSITION TO ISO/ANSI/ASQC STANDARDS.

Third party certification/registration is not required nor will it be considered a substitute for the Government's right to audit/validate a contractor's quality system. ISO 9001 can be accepted for ISO 9002 requirements, however, the reverse does not apply.

MIL-STD-105 has been replaced by ANSI/ASQC Z1.4-1993, Sampling Procedure and Tables for Inspection by Attributes.

MIL-STD-45662A has been replaced by either ISO 10012-1, Quality Assurance Requirements for Measuring Equipment or ANSI/NCSL Z540-1, General Requirements for Calibration Laboratories and Measuring Equipment and Test Equipment. DSCR (MAR 2000)

52.246-9G16 INSPECTION AND ACCEPTANCE POINT (FEB 1996) DSCR

Inspection point: [] Destination [X] Origin

Acceptance point: [] Destination [X] Origin

[] Inspection and Acceptance will take place at:

Origin - First Shipment Only Destination - Subsequent Shipments SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

- (b) The permissible variation shall be limited to:
- 0 % (Percent) Increase 0 % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

11-19-9G DSCR NOTE TO CLAUSE 52.211-16 N IN QUANTITY (APR 1984) F11F06 VARIATION IN QUANTITY

DSCR NOTE: Any quantity shipped against the line/sub-clin that exceeds the stated line item/sub-clin quantity plus variation (if any) will be returned and the contractor will be responsible for return shipment costs.

F11F36 52.211-9G22 DSCR PALLETIZATION FOR MIL-STD-2073 IN ACCORDANCE WITH D001450000 REV (03290) (NOV 2003) DSCR

52.211-9G52 TIME OF DELIVERY (JAN 1998) DSCR

(a) Delivery is required to be made in accordance with the following schedule:

TIME OF DELIVERY GIN FOB DESTINATION ITEM NO. QUANTITY FOB ORIGIN

ON OR BEFORE

N/A 455 DARO ALL 28

- (b) The foregoing delivery requirements are based on the assumption that the Government will make award by Each delivery date in the delivery schedule set forth herein will be extended by the number of calendar days above date that the contract is in fact awarded. Attention is directed to Provision 52.214-10 or 52.215-1, Section L, as applicable to the solicitation, which provides that a written award mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, in computing the available time for performance, the offeror should take into consideration the time required for notice of award to arrive through the ordinary mails.
- If award is made for less than the total quantity of any item or sub-item, pro rata delivery based on the applicable delivery schedule will be required except when a single delivery is called for.

F11F42 52.211-9G52 TIME OF DELIVERY ALT I (APR 2004) DSCR

STOP-WORK ORDER (AUG 1989) FAR F42A02 52.242-15

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR F47A03

F.O.B DESTINATION -- EVIDENCE OF F47A06 52.247-48 (FEB 1999) FAR SHIPMENT

52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR

52.247-9G11 MANUFACTURER'S LOADING PRACTICES (JAN 1996) DSCR

SECTION I

I02A01 52.202-1 DEFINITIONS (JUL 2004) FAR

I03A01 52.203-3 GRATUITIES (APRIL 1984) FAR

T03A02 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) T03A05

I03A06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FA

I03A07 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) FAR 103B01 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999) DFARS

I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR

252.204-7000 DISCLOSURE OF INFORMATION I04B01 (DEC 1991) DFARS

104B03 252.204-7003 PRODUCT (APP 3000 CONTROL OF GOVERNMENT PERSONNEL WORK DFARS

252.204-7004 ALTERNATE A (NOV 2003) DFARS I04B04

52.208-9G01 NOTIFICATION TO GOVERNMENT OF CONTEMPLATED PRODUCTION PHASEOUT (DEC 1997) DSCR

109A02 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) FAR

(a) The Contractor shall test 1 unit(s) of Lot/Item 1560-00-862-5631 as specified in this contract. At least 3.0

calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 60 calendar days from the date of this contract to TO BE STATED AFTER AWARD

[insert address of the Government activity to [insert address of the Government activity to receive the report] marked 'First Article Test Report: , Lot/Item No. 1560-00-826-5631 Contract No.

calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

109A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR

109B01 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) DFARS

SUBCONTRACTING WITH FIRMS THAT ARE 252.209-7004 OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS

I09F31 52.209-9G10 First Article Approval-Contractor Testing/Government Fit Verification Tests (JAN 1996) DSCR

(a) The Contractor shall test 1 unit(s) of Lot/Item 1560-00-826-5631 as specified in this contract.

(b) The Contractor shall submit the first article test report within 60 calendar days from the date of this contract.

111A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) DEARS

SPI Process:			
	(V	endor	Fill-in)
Facility:			
-	(V	endor	Fill-in)
Military or Federal Specification or Standard	:		
	(V	endor	Fill-in)

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(Vendor Fill-in)

(Vendor Fill-in)

I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002)

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age

or so deteriorated as to impair its usefulness or safety.
() Yes () No (Vendor Fill-in). The material conforms to the technical requirements cited in

conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

() Yes () No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited.

() Yes () No () Unknown (Vendor Fill-in)

If no, the revision offered does not affect form, fit, function or interface () Yes () No.

function, or interface. () Yes () No () Unknown. The material was manufactured by:

(Wendor Fill-in)

Address (Vendor Fill-in)

(Vendor Fill-in)

(2) The Offeror currently possesses the material.
() Yes () No. If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source

() Yes () No. If yes, provide the information below:

Government Selling Agency ___ (Vendor Fill-in) Contract Number

(Vendor Fill-in) Contract Date (Month/Year)___ (Vendor Fill-in)

(Vendor Fill-in) Address ___

Date Acquired (Month/Year) __ (Vendor Fill-in)

(3) The material has been altered or modified.

() Yes () No (Vendor Fill-in)
If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. () Yes () No. (Vendor Fill-in). If yes, (i) the price offered includes the cost of reconditioning/refurbishment. () Yes () No (Vendor Fill-in); and (ii) the Offeror must

CONTINUED ON NEXT PAGE

Other Source

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attach or forward to the Contracting Officer a complete
description of any work done or to be done, including the
components to be replaced and the applicable rebuild standard.

The material contains cure-dated components. () Yes () No (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. () Yes () No (Vendor Fill-in)

- (5) The material has data plates attached. () Yes () No (Vendor Fill-in). If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.
- (6) The offered material is in its original package.() Yes () No (Vendor Fill-in). (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number ___

(Vendor Fill-in)

Cage Code ___

(Vendor Fill-in) (Vendor Fill-in)

Part Number

(Vendor Fill-in)

Other Markings/Data

(Vendor Fill-in)

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. () Yes ()
No (Vendor Fill-in). If yes, (i) the material being offered is

from the same original Government contract number as that provided previously. () Yes () No; and (ii) state below the Government Agency and contract number under which the material was previously provided:

AgencyContract Number

(Vendor Fill-in)

- (8) The material is manufacturered in accordance with a specification or drawing. () Yes () No. If yes, (i) the specification/drawing is in the possession of the Offeror. () Yes () No (Vendor Fill-in); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.
 () Yes () No (Vendor Fill-in)
- Specification/Drawing Number ___

(Vendor Fill-in)

Revision (if any) ___

(Vendor Fill-in)

Date_

(Vendor Fill-in)

- (9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. () Yes () No. If yes,
- (i) Material has been re-preserved. () Yes () No (Vendor Fill-in); (ii) Material has been repackaged.

 () Yes () No (Vendor Fill-in);
- (iii) Percentage of material that has been inspected is
- * (Vendor Fill-in) and/or number of items inspected is ___ (Vendor Fill-in); and (iv) a written report was prepared. () Yes () No (Vendor Fill-in). If yes, the Offeror has attached it or forwarded it to the Contracting Officer. () Yes () No (Vendor Fill-in)
- (d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.
- (e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material

being offered was previously owned by the Government (Offeror

check which one applies):
 () (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form

solicitation/invitation for Bid and corresponding DRMS Form
1427, Notice of Award, Statement and Release Document.
() (Vendor Fill-in) For DRMS Commercial Venture (CV)
Sales, the shipment receipt/delivery pass document and
invoices/receipts used by the original purchaser to resell the

() (Vendor Fill-in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing

document.

() (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail

methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427

() (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings

and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. () Yes () No. () (Vendor Fill-in) When none of the above are

available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(Vendor Fill-in)

Vendor Fill-in)

(FEB

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

52.215-2 AUDIT AND RECORDS NEGOTIATION I15A01 (JUN 1999) FAR

ORDER OF PRECEDENCE -- UNIFORM CONTRACT 52.215-8 T15A05 (OCT 1997) FORMAT

INTEGRITY OF UNIT PRICES (OCT 1997) T15A11 52.215-14 (OCT 1997) FAR ALT I

UTILIZATION OF SMALL BUSINESS CONCERNS I19A10 52.219-8 (MAY 2004) FAR

NOTICE TO THE GOVERNMENT OF LABOR T22A01 52.222-1 DISPUTES (FEB 1997) FAR

CONVICT LABOR (JUN 2003) FAR T22A03 52.222-3

DAVIS-BACON ACT (FEB 1995) FAR 122A05 52.222-6

I22A06 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

PAYROLLS AND BASIC RECORDS (FEB 1988) I22A07 52.222-8

APPRENTICES AND TRAINEES (FEB 1988) 122A08 52.222-9 FAR

COMPLIANCE WITH COPELAND ACT REQUIREMENTS I22A09 52.222-10 (FEB 1988) FAR

SUBCONTRACTS (LABOR STANDARDS) T22A10 52.222-11 1988) FAR

CONTRACT TERMINATION -- DEBARMENT 122A11 52.222-12 1988) FAR

COMPLIANCE WITH DAVIS-BACON AND RELATED T22A12 52.222-13 ACT REGULATIONS (FEB 1988)

DISPUTES CONCERNING LABOR STANDARDS FAR 1988)

CERTIFICATION OF ELIGIBILITY (FEB 1988) T22A14 52.222-15 FAR

CHILD LABOR-COOPERATION WITH 52.222-19 AUTHORITIES AND REMEDIES (JUN 2004) FAR

WALSH-HEALEY PUBLIC CONTRACTS ACT 52.222-20 I22A16 1996) FAR

PROHIBITION OF SEGREGATED FACILITIES T22A17 52.222-21 (FEB 1999) FAR

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52.222-14

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T22A18 52.222-26 EQUAL OPPORTUNITY (APR 2002)

I22A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE (DEC 2001) ALT I (DEC 2001) VETERANS

Notice: The following term(s) of this clause are waived for this contract:

[List term(s)].

122A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED T22A26 VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

I22F26 21-1A-9G DSCR NOTE TO CLAUSE 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

DSCR NOTE: Section 8118 of PL 104-208 mandates that all contractors subject to 38 U.S.C. 4212(d) be advised of potential penalties for non-compliance.

Clause mandates annual reporting NLT September 30 to the Department of Labor. Potential penalties resulting from failure to comply may include suspension and debarment from future government contracts.

Contact the VETS-100 Reporting System via e-mail at verify[at]vets100.com with questions concerning Veterans' employment emphasis under Federal contracts.

http://www.vets100.cudenver.edu

DSCR (DEC 2001)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR I23A04

52.223-14 TOXIC CHEMICAL RELEASE REPORTING I23A11 (JUN 2003) FAR

125A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) DEVIATION FAR

252.225-7001 BUY AMERICAN ACT AND BALANCE OF I25B01 PAYMENTS PROGRAM (APR 2003) DFARS

252.225-7002 QUALIFYING COUTRY SOURCES AS T25B02 SUBCONTRACTORS (APR 2003) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC I25B05 COMMODITIES (JUN 2004) DFARS

- (a) Definitions. As used in this clause --
- (1) Component \P means any item supplied to the Government as part of an end product or of another component.
- (2) End product \P means supplies delivered under a line item of this contract.
- (3) United States means the 50 States, the District of Columbia, and outlying areas.
- (4) U.S.-flag vessel \P means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall deliver under this contract only such
- of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:
- (1) Food.
- (2) Clothing.
- (3) Tents, tarpaulins, or covers.

- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in

fabrics, materials, or manufactured articles).

- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
- (2) To end products incidentally incorporating botton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool-
- (i) Is not more than 10 percent of the total price of the end product; and
- (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
- (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or

- (5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
- (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or
- coated synthetic fabric itself), if

with paragraph (d) of this clause;

- (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include?
- (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings

and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and

- (C) Upholstered seats (whether for household, dffice, or other use); and
- (D) Parachutes (Federal Supply Class 1670); or
- (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.
- (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract
- (i) Shall be taken from the sea by U.S.-flag vessels; or

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(ii) If not taken from the sea, shall be obtained from fishing

within the United States: and

(2) Any processing or manufacturing of the fish, shellfish, or

seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

I25B06 252,225-7013 DUTY-FREE ENTRY (JAN 2004) DFARS

I25B07 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY (APR 2003) DFARS METALS

- (a) Definitions. As used in this clause-
- (1) 'Qualifying country' means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (2) 'Specialty metals' means-
- (i) Steel-
- (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
- (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;
- (ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals

(except iron) in excess of 10 percent;

- (iii) Titanium and titanium allovs; or
- (iv) Zirconium and zirconium base allovs.
- (b) Any specialty metals incorporated in articles delivered under this contract shall be melted in the United States, its possessions, or Puerto Rico.
- (c) This clause does not apply to specialty metals-
- (1) Melted in a qualifying country or incorporated in an article manufactured in a qualifying country; or
- (2) Purchased by a subcontractor at any tier.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, NATIVE HAWAIIAN SMALL DFARS BUSINESS CONCERNS (SEP 2004)

T27A01 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995) FAR

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT I27A04 AND COPYRIGHT INFRINGEMENT (AUG 1996)

52.227-9G07 GOVERNMENT-FURNISHED MYLAR I27F31 (APR 1997) DSCR

52.229-3 I29A02 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) FAR

I29C01 52.229-9000 KENTUCKY SALES AND USE TAX EXEMPTION (DEC 1984) DLAD

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption . No amounts for this tax

included in bids/offers.

52.232-33

I31B01 252.231-7000 (DEC 1991) DFARS SUPPLEMENTAL COST PRINCIPLES

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

I32A08 52.232-11 EXTRAS (APR 1984)

TRANSFER--CENTRAL CONTRACTOR REGISTRATION

I32A13 52.232-17 INTEREST (JUN 1996) FA

52.232-23 I32A20 (JAN 1986) ASSIGNMENT OF CLAIMS ALT I (APR 1984) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR

ELECTRONIC SUBMISSION OF PAYMENT

PAYMENT BY ELECTRONIC FUNDS

REQUESTS (JAN 2004) DFARS

DSCR NOTE TO CLAUSE 52.232-B3 32-6A-9G PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

DSCR NOTE: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be contained in the Remittance Address field of this contract/order.

DSCR (MAR 2000)

FAR

(OCT 2003)

FAR

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

DSCR NOTE TO 52.233-1 DISPUTES I33F01 33-1A-9G (JUL 2002) DSCR

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Default, and (2) other contract disputes, resulting from an issue in other contract disputes, resulting from an issue in controversy, that the contracting officer determines controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer. writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.23-1, Disputes, paragraph (e). If mediation is unsuccessful, the parties retain their existing rights under the CDA. (99140)

I42A08 52.242-13 BANKRUPTCY (JUL 1995)

CHANGES -- FIXED PRICE (AUG 1987) I43A01 52.243-1 FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS I43B01 (DEC 1991)

REQUESTS FOR EQUITABLE ADJUSTMENT 252.243-7002 (MAR 1998) DFARS

	Solicitation Number: PA	GE OF PAGES
CONTINUATION SHEET	SPM406-04-R-0039	15 21
144A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004) FAR 146A17 52.246-23 LIMITATION OF LIABILITY (FEB 1 FAR 146F30 52.246-9G01 WARRANTY OF SUPPLIES OF A	connected with the conduct of a trade or busin United States and does not have an office or p	ess in the lace of business a foreign
NONCOMPLEX NATURE (MAY 2001) DSCR	Government; () Other. State basis.	1000101
146F32 52.246-9G05 WARRANTY PPP&M (APR 2000)	DSCR Fill-in)	(Vendor
146F36 52.246-9G33 MISDIRECTED SHIPMENTS (JAN 1996) DSCR 147B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY	<pre>(e) Type of organization. () (Vendor Fill-in) Sole proprietorship; () (Vendor Fill-in) Partnership; () (Vendor Fill-in) Corporate entity (not tax SEA () (Vendor Fill-in) Corporate entity (tax-exe</pre>	-exempt):
(MAY 2002) DFARS	() (Vendor Fill-in) Government entity (Federa or local);	l, State,
149A03 52.249-2 TERMINATION FOR CONVENIENCE OF TH	AR () (Vendor Fill-in) Foreign government; () (Vendor Fill-in) International organizatio E CFR 1.6049-4;	n per 26
GOVERNMENT (FIXED-PRICE) (MAY 2004) FAR	() Other	
149A15 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR 149C01 52.249-9000 ADMINISTRATIVE COSTS OF	<pre>Fill-in). () Offeror is not owned or controlled by a co as defined in paragraph (a) of this provision. () Name and TIN of common parent:</pre>	
REPROCUREMENT AFTER DEFAULT. (MAY 1988) DLAD 152A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE		Vendor Fill-in)
(FEB 1998) FAR	(*)	Vendor Fill-in)
This contract incorporates one or more clauses by refutth the same force and effect as if they were given text. Upon request, the Contracting Officer will make full text available. Also, the full text of a clause accessed electronically at this/these address(es):	in full business (MAY 1999) FAR their may be b) Representation. [Complete only if the offer women-owned business concern and has not repre	or is a sented itself as
http://www.dla.mil/j-3/j-336/icps.htm	a small business concern in paragraph (b)(1) o Small Business Program Representation, of this The offeror represents that it () (Vendor Fil	solicitation.]
152A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR	a women-owned business concern.	
(a) The use in this solicitation or contract of any F Acquisition Regulation (48 CFR Chapter1) clause with authorize deviation is indicated by the addition of '(DEVIAITON)' after the date of the clause. (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause	an (a) Offerors are invited to state an opinion o quantity(ies) of supplies on which bids, propo are requested in this solicitation is (are) ec advantageous to the Government.	n whether the sals or quotes
authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.		Vendor Fill-in) Vendor Fill-in)
153A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1 FAR	991)	Vendor Fill-in)
SECTION K		Vendor Fill-in)
K03A01 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR	OFFEROR RECOMMENDATIONS ITEM	Vendor Fill-in)
(i) Has been authorized, in writing, to act as agent	QUANTITY_	
following principals in certifying that those princip not participated, and will not participate in any act contrary to subparagraphs (a)(1) through (a)(3) of th	ion	Vendor Fill-in)
provision	is TOTAL(Vendor Fill-in)
<pre>(Vendor [insert full name of person(s) in the offeror's organ responsible for determining the prices offered in thi proposal, and the title of his or her position in the offeror's organization);</pre>	ization SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESP s bid or MATTERS (DEC 2001) FAR	dnsibility
K03A02 52.203-11 CERTIFICATION AND DISCLOSURE REG	belief, that ARDING	
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FAR K04A01 52.204-3 TAXPAYER IDENTIFICATION (OCT 19 FAR	<pre>(APR 1991) (i) The Offeror and/or any of its Principals - (A) Are () (Vendor Fill-in) are not () (Vend</pre>	dr ed for
() (Vendor Fill-in) TIN has been applied for.	(B) Have () (Vendor Fill-in) have not () (Ve Fill-in), within a three-year period preceding been convicted of or had a civil judgment rend them for: commission of fraud or a criminal of connection with obtaining, attempting to obtain	this offer, ered against fense in
() (Vendor Fill-in) TIN is not required because: () Offeror is a nonresident alien, foreign corporati	on, a public (Federal, state, or local) contract o	r subcontract;
	CONTINUED ON NEXT PAGE	

(Vendor Fill-in)

DSCR (DEC 1997)

IDENTIFICATION OF SOURCES OF K17B01 252.217-7026 DFARS (NOV 1995) SUPPLY

(b) The apparently successful Offeror agrees to complete

(Vendor Fill-in).] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

business concern or concerns that are participating in the

CONTINUED ON NEXT PAGE

joint venture:

K19A02 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS 4) ALT I (APR 2002) FAR (MAY 2004)

- (7) (Complete when acquisition value is estimated at greater than \$25,000 and offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership falls:
- () (Vendor Fill-in) Black American. () (Vendor Fill-in) Hispanic American. () (Vendor Fill-in) Native American (American Indians,

Eskimos, Aleuts, or Native Hawaiians).
() (Vendor Fill-in) Asian-Pacific American.
() (Vendor Fill-in) Subcontinent Asian

(Asian-Indian), American.
() (Vendor Fill-in) Individual/concern, other than one of the preceding.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE (FEB 1999) FAR

The offeror represents that --

- (a) It () (Vendor Fill-in) has, () (Vendor Fill-in) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation:
- (b) It () (Vendor Fill-in) has, () (Vendor Fill-in) has not filed all required compliance reports

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR

The offeror represents that --

- (a) It () (Vendor Fill-in) has developed and has on file, () (Vendor Fill-in) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It () (Vendor Fill-in) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K22A04 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001) FAR
K23A02 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE K23A02 REPORTING (JUN 2003) FAR

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
- () (Vendor Fill-in) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (Vendor Fill-in) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- () (Vendor Fill-in) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
-) (Vendor Fill-in) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241). (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

 (E) Industry code 4953 (limited to facilities regulated under the December 2000 of the company of the content of the procurer code 4953 (limited to facilities regulated under the December 2000 of the content of
- the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- () (Vendor Fill-in) (v) The facility is not located

within any State of the United States or its outlying areas.

K25B01 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE 252.225-7000 (APR 2003)

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number:

Country of Origin (If known):

(Vendor Fill-in)

(Vendor Fill-in)

(3) The following end products are other foreign end products:

Line Item Number:

(Vendor Fill-in)

Country of Origin (If known):

(Vendor Fill-in)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL K25B04 (APR 2003) DFARS

K47B01 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) DFARS DFARS

- (b) Representation. The Offeror represents that it-
- (Vendor Fill-in) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation
- (Vendor Fill-in) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation

K47F30 52.247-9G17 PRODUCTION FACILITIES

(AUG 2000)

Offeror must provide shipping and inspection locations for the supplies. Each location will be provided in the appropriate paragraph below. DO NOT put all location information into one paragraph.

(a) SHIPPING LOCATION: Insert below the location where supplies will be delivered to, or picked-up by, the freight carrier, post office, or small parcel carrier, for final shipment to the consignee.

ITEM NUMBER:	
	(Vendor Fill-in)
PLANT NAME:	
	(Vendor Fill-in)
ADDRESS:	,
	(Vendor Fill-in)
STREET:	(Vendor Fill-in)
CTTV.	(Welldor Fill-in)
CITY:	(Vendor Fill-in)
STATE:	
	(Vendor Fill-in)
ZIP CODE:	
	(Vendor Fill-in)
PHONE:	
•	(Vendor Fill-in)
	1

(b) LOCATION WHERE THE END ITEMS WILL BE INSPECTED: Insert below the location where the end items not the packaging) will be inspected.

ITEM NUMBER:	
	(Vendor Fill-in
PLANT NAME:	
	(Vendor Fill-in
ADDRESS:	
	(Vendor Fill-in
STREET:	(Vendor Fill-in
	(Yendor Fill-In
CITY:	(Vendor Fill-in
STATE:	\ endor iiii iii
JIRIU.	

CONTINUATION SHEET	Solicitatio SPM	n Number: 406-04-R-0039	PAGE OF	PAGES 21
(Ver	ndor Fill-in)	L15F01 15-5-9G DSCR NOTE TO CLAUSE 52.2 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUI		
ZIP CODE: (Ver	ndor Fill-in)	(MAY 2001)	ISTTION	
PHONE: (Ver	ndor Fill-in)	the ofference of the of	or horoby	
(c) LOCATION WHERE PACKAGING/PACKING WILL BE IN: Insert below the location where the packaging/pac inspected.		In accordance with paragraph (b), the offered acknowledges receipt of solicitation amendment listing the amendment number and date below	ent(s) by	
ITEM NUMBER:	ndor Fill-in)	AMENDMENT NO.		
PLANT NAME:		(Vendor Fill-in)		
ADDDECC.	ndor Fill-in)		(Ven	dor
(Ver	ndor Fill-in)	DATE Fill-in)	(/ veii	301
CITY.	ndor Fill-in)			
STATE: (Ve:	ndor Fill-in)	AMENDMENT NO. (Vendor Fill-in)		
ZIP CODE:				-
PHONE: (Ve	ndor Fill-in)	DATE Fill-in)	(Ven	aor
(Ve	ndor Fill-in)			
SECTION L		AMENDMENT NO. (Vendor Fill-in)		
L04A01 52.204-6 DATA UNIVERSAL NUMBERING SYS NUMBER (JUN 1999) FAR	TEM (DUNS)	DATE	(Ven	dor
L04F01 4-1-9G DSCR NOTE TO CLAUSE 52.204-6 D UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN	ATA	Fill-in)		
UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DUN DSCR NOTE:	1999)	AMENDMENT NO. (Vendor Fill-in)		
(a) The Offeror is required to provide their Da Universal Numbering System (DUNS) Number or (DUN Number used for verification of registration in Central Contractor Registration (CCR) database i with the Debt Collection Improvement Act of 1996 (31 U.S.C. 3332; 31 U.S.C. 7701).	IS+4) the DoD n compliance	DATE Fill-in) AMENDMENT NO.	(Ven	idor
DUNS Number: (Ve		(Vendor Fill-in)		
(b) DUNS Number may be obtained through the CCF (refer to DFARS 252.204-7004, Required Central C Registration (Sec I) or directly from Dun and Br DSCR (DEC 2000) L09F30 52.209-9G03 WAIVER OF FIRST ARTICLE F TEST (CONTRACTOR TESTING - DECREASE IN PRICE (SLINE ITEM) (JAN 1997) DSCR	R process Contractor radstreet.	DATE Fill-in) Contractors are reminded of the requirement (c)(1). The Government will automatically not consider any submission marked or that only a quote, whether submitted electronica media.	ts of parag	d will be
(b) PRIOR GOVERNMENTAL ACCEPTANCE		DSCR (OCT 2001)		
	PEC/PART NO.	L16A01 52.216-1 TYPE OF CONTRACT (APP	R 1984) I	FAR
GOV NOZNO:	endor Fill-in)	The Government contemplates award of a [X] FIRM FIXED PRICE		
` <u> </u>	endor Fill-in)	[] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT [] FIXED PRICE/PRICE REDETERMINATION		
_	endor Fill-in)	contract resulting from this solicitation.		
(**	endor riir im,	L17C02 52.217-9003 MANUFACTURING OR PROINFORMATION (FEB 1996) DLAD	ODUCTION	
L11A03 52.211-14 NOTICE OF PRIORITY RATING FOR DEFENSE USE (SEP 1990) FAR		L17F31 52.217-9G04 FLIGHT SAFETY CRITICRITICAL APPLICATION, ITEM DOCUMENTATION REQUIREMENTS (SEP 2002) DSCR	CAL PART,	
As cited on the front page of this solicitation		(a) If an item other than that cited in t	he	
L14A18 52.214-34 SUBMISSION OF OFFERS IN THE LANGUAGE (APR 1991) FAR	E ENGLISH	Procurement Identification Description (PI	D) is offe his solici	tation,
L14A19 52.214-35 SUBMISSION OF OFFERS IN U. (APR 1991) FAR	S. CURRENCY	this provision specifies the Government's additional documentation needed to evaluat offered item meets the requirements for th	e whether e Critical	the
L15A01 52.215-1 INSTRUCTIONS TO OFFERORS ACQUISITION (MAY 2001) FAR	COMPETITIVE	Application Item (CAI) and/or Flight Safet Application Part (FSCAP) identified in the guidance herein is also intended to assist	y Critical PID. The	
L15A05 52.215-5 FACSIMILE PROPOSALS (OCT	1997)	determining what documentation is needed t	o insure a ce manufac	n turing
(c) The telephone number of receiving facsimile 8042794165[insert telephone number].	e equipment is:	the item - namely, a source approval reque offeror shall determine which category app specified documentation for that category, specified for all categories at subparagra submitted in support of the manufacturing	as well a ph (b), sh	e is that

CONTINUED ON NEXT PAGE

- (1) CATEGORY I Manufacturer of the same item for the Original Equipment Manufacturer (OEM) or for the Department of Defense (DoD)
- CATEGORY II Manufacturer of a similar item for the OEM or DoD. (A similar item is defined as an item whose design, application, operating parameters, material, and manufacturing processes are similar to those of the item for which source approval is sought.)
- CATEGORY III New manufacturer. The exact or similar item has not been previously provided to the OEM or DoD.
- Requirements for all CATEGORIES in addition to the below checklist.
- Documentation shall be provided stating if the company seeking approval is a nonmanufacturing source or the actual manufacturer. If the company seeking approval is a nonmanufacturing source, the required information shall also be submitted on the manufacturer.
- Any SAR identified to Boeing Rights Guard must comply with the Boeing Rights Guard Agreement.
- The offeror shall check below the CATEGORY that applies and include this part of the provision, as well as the additional required documentation, in support of the source approval request.

CATEGORY I (same part) () (Vendor Fill-in) CATEGORY II (similar/equivalent part) () (Vendor Fill-in) CATEGORY III (new manufacturer) () (Vendor Fill-in)

To determine the mandatory requirements to submit for CATEGORY I - III parts, the offeror must go to this website www.dscr.dla.mil/sarguide.doc.

RESTRICTION OF ALTERNATE OFFERS 52.217-9G23 L17F34 FOR SOURCE CONTROLLED ITEMS (JAN 1996) DSCR

L33A01 52.233-2 SERVICE OF PROTEST (AUG 1996) FAR

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from 8000 JEFFERSON DAVIS HIGHWAY RICHMOND, VA 23297

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(SEP 1999) DLAD 52.233-9000 AGENCY PROTESTS

L33F01 33-3-9G DSCR NOTE TO 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest

- 1. with the contracting officer,
- 2. with the General Accounting Office, or
- 3. pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

Protests filed with the agency should clearly state that they are an 'Agency Level Protests filed under Executive Order No. 12979.' (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR NOTE:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests.

Therefore, DSCR has in place a process to mediate Agencylevel protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record. level protests filed pursuant to Executive Order 12979. decision on the written record.

USE OF GOVERNMENT OWNED SPECIAL 52.245-9G16 TOOLING OR TEST EQUIPMENT (JAN 1996)

L52A01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY (FEB 1998) REFERENCE FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): this/these address(es): http://www.dla.mil/j-3/j-336/icps.htm

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS 1.52A02 (APR 1984) FAR

- (a) The use in this solicitation of any Federal Acquisitin regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the provision.
- (b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

SECTION M

52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS M11C01 (APR 2002) OF GOVERNMENT SURPLUS MATERIAL

52.214-9002 TRADE DISCOUNTS DLAD (JUN 1983) M14C01

52.215-9G05 AUTOMATED BEST VALUE SYSTEM M15F31 (JUL 2002) DSCR

- (a) The Automated Best Value System (ABVS Score as an Element of Past Performance Evaluation.
- ABVS scores do not determine eligibility for award or technical acceptability. The Government shall use ABVS scores to compare past performance among offerors, not to make determinations of responsibility.
- (2) To evaluate each offeror's past performance, DLA will assign an ABVS score to each offeror based on the offeror's past performance. ABVS scores for performance in offeror's past performance. ABVS scores for performance in each Federal Supply Class (FSC score) will be cased on DLA consolidated performance history. An offeror may have multiple FSC scores but will have only one DLA score, which is a compilation of the offeror's FSC scores for all business conducted with DLA. These scores will be calculated monthly and remain in effect for a month. The ABVS score is a combination of an offeror's delivery and quality scores. The quality score reflects validated contractor caused product and packaging nonconformances during the rating period. For administrative purposes, the rating period excludes the most recent 30 days. The delivery score reflects all lines shown as delinquent during the rating period. For administrative purposes, the rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the contract delivery date.

 The 30 and 60 day offset periods are NOT grace periods.

CONTINUATION SHEET

SPM406-04-R-0039

(3) Business Systems Modernization.

- (i) The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in August 2002.
- (ii) Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.
- (iii) In order to determine if a NSN or FSC is included in this BSM test, go to the BSM Supplier Information Resource Center, http://www.dla.mil/j-6/bsm/SIRC/SIRC.htm. Awards not included in the ABVS performance data will be identified by contract numbers beginning with SPMXXX or SPEXXX in lieu of SPOXXX (this does not apply to orders issued against non-DLA Basic Ordering Agreements or contracts).
- (iv) This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Vendor Information Center at http://131.70.202.70/j%2D6/bsm/test/vic.htm.
- (4) DSCR will make negative quality and delivery data reflected in the ABVS score available to offerors by the 15th day of the month via the ABVS Website. The offeror's negative performance data will be posted before it is reflected in the ABVS score (Preview Period), to give offerors an opportunity to review and verify data. An offeror must challenge any negative data within the Preview Period to assure corrections are posted before calculation of the score. Offerors must submit challenges and substantiating evidence (e.g. invoices, DD Form 250s, modifications) to the ABVS Administrator. The 'Center' field will identify the appropriate focal point. For those identified as 'DSCR,' send challenges to:

Defense Supply Center Richmond Attn: DSCR-OZP (ABVS) 8000 Jefferson-Davis Highway Richmond, VA 23297-5516

Telephone (804) 279-6881 FAX (804) 279-5042

- (5) Though offerors may challenge negative data at any time, it is to the offeror's advantage to challenge negative data during the Preview Period before it has an opportunity to be reflected in the ABVS score. Accordingly, an offeror should review performance data on a monthly basis at a minimum. When a challenge is received, the ABVS score will be flagged. The flag will remain until the challenge is resolved. If an offer under evaluation involves a challenged score, then the Contracting Officer will consider the nature of the challenged data and its relevance to the acquisition as part of the award decision. The ABVS Administrator will adjust the ABVS score if the Administrator upholds an offeror's challenge. Scores created in the update cycle immediately following the determination will reflect the adjustment.
- (6) When there is a discrepancy between the offeror's challenged data and the Government's data, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However,

the Government is the final authority for resolution of disputed data and its use in the source selection process, and may make an award decision despite the existence of an unresolved challenge.

- (b) Using the ABVS score for evaluation.
- (1) The contracting officer will first evaluate offers using the FSC score for the solicited FSC in effect at the time offers are evaluated. The contracting officer will use an offeror's DLA score to evaluate an dfferor without an FSC score for that particular FSC. The contracting officer may consider the volume of husiness on which the FSC score is based as a measure of confidence in which the FSC score is based as a measure of confidence in the score's indication of performance risk. The contracting officer may choose to use the DLA score if he or she lacks confidence in the FSC score. The contracting officer also may use the DLA score if the FSC scores among offerors are may use the DLA score if the FSC scores among offerors are relatively equal. An offeror with no performance history will not be evaluated favorably or unfavorably and will be assigned a '999.9' in the ABVS. A '999.9' is used to designate those instances wherein the offeror has no past performance history, has no history for the particular FSC or has no history for the timeframe being rated
- (2) Contractor caused discrepancies o delinquencies will be reflected in the ABVS as an indicator of past performance. Repair, replacement or rembursement of quality and packaging defects will not provide relief of negative ABVS data. Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

52.215-9G06 EVALUATION AND AWARD M15F32 (FEB 2000) DSCR

- (a) AWARD. The Government intends to evaluate proposals and, if necessary, conduct discussions with all responsible offerors within the competitive range. The responsible offerors within the competitive faile. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.
- (b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:
 - [] significantly more important that cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important
 - [X] approximately equal to cost or price; or
 - [] significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

Item criticality and weapons system application Delivery schedule and current inventory status Historical delivery or quality problems Concerns over limited supply sources and industrial base Benefits from obtaining new sources

- COST OR PRICE. The Government will evaluate the (c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.
- (d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other

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evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

- [X] ABVS Score (52.215-9G05)
- [X] Quality History
- [X] Delivery Schedule Compliance
- [] Javits-Wagner-O'Day (JWOD) (52.215-9005)
- [] Mentoring Business Agreements (MBA) (52.219-9003)
- [] Socioeconomic Support (52.215-9003)
- [] Other (specify):
- (e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.
- (i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.
- (ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.
- (iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) to evaluate quality and past performance on DLA awards (see 52.215-9605).
- (iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

M47F31 52.247-9G21 BASIS FOR SUBMISSION AND EVALUATION OF OFFERS (JAN 1996) DSCR

- (a) Offers are invited on an f.o.b. destination basis for items ALL , . . Bids submitted on any other basis will be rejected as non-responsive.
- (b) Offers are invited on the basis of both f.o.b. origin and destination for items $N/A\$,
- (c) Offers are invited on an f.o.b. origin basis for items N/A , , . When supplies are regionally priced the applicable regions shall be specified below. If regional price(s) are offered and the region is not specified, the bid will not be considered.